



City of Carlsbad

Finance Department

Date Mailed: _____

RE: Continuity of Service

Dear Landlord:

The City of Carlsbad now offers a "Continuity of Service" (CSA) Agreement to landlords who wish to retain uninterrupted service to rental property. Landlords who enter into this agreement with the city will have the utility services automatically transferred into their name once the rental property becomes vacant. An \$11.00 (CSA) fee is assessed to the landlord's initial utility bill each time this service is provided replacing the current \$35.00 new account fee.

We have enclosed a Continuity of Service Agreement for your review. If you wish to apply for this service, please complete the form and return it to our attention at the address listed or fax at (760) 602-8553:

City of Carlsbad
P.O. Box 9009
Carlsbad, CA 92018-9009

A signed Continuity of Service Agreement becomes effective upon receipt by our office. If you have multiple properties that are to be covered under this agreement, please be sure to attach a copy of each address along with its associated Carlsbad utility billing account numbers.

If you have any questions regarding this matter, please feel free to contact customer service at (760) 602-2420.

Sincerely,

Carlsbad Customer Service



For Finance Use Only
Received by:
Date:
Effective Date:

CONTINUITY OF SERVICE AGREEMENT

I/We _____ ("Applicant"), apply for Continuity of Service from the City of Carlsbad ("City"), for the purpose of maintaining water service during the time a rental unit is vacant.

Applicant and City hereby mutually agree as follows:

1. Applicant agrees to pay the water service establishment charge(s) set forth in the *City of Carlsbad Fee Schedule. Water Service Fee – Continuity of Service* in effect at the time the service billing becomes the responsibility of the applicant. Said fee schedule is made a part of this Agreement by reference and a copy of it shall be furnished to Applicant on request.
2. Applicant understands and agrees to be responsible for payment on a timely basis of utility bills incurred during the period of vacancy. Service billing may include charges for sewer and/or trash collection services as well.
3. Applicant is responsible for informing each of its new tenants of their need to arrange with the City for the transfer of the service account into the tenants' name(s).
4. Applicant further agrees that until a new tenant has arranged for service in accordance with the City's standard operating procedures, Applicant shall continue to be responsible for service billing.
5. City agrees that on receipt of notification from a current tenant of the desire to terminate service, the meter(s) shall be read on the agreed termination date or no later than two (2) working days after receipt of notification. The meter read taken shall be used to bill the vacating tenant and also as a base to start billing the Applicant.
6. In the event of a simultaneous request for termination of service from the current tenant and a request for turn-on of service from a new tenant of the same rental unit, the account shall pass from the current to the new tenant without the provisions of this agreement being invoked.
7. Utility bills incurred by the Applicant through this Agreement that remain unpaid after 30 days may be transferred to any account in the Applicant's name.
8. Should City's bills rendered to Applicant not be paid on a timely basis and require collection activity, this Agreement at the option of the City may be discontinued immediately.
9. This Agreement shall otherwise remain in effect until the Applicant or City notifies the other **in writing** of its intent to terminate the Agreement. Termination shall become effective within 30 days after mailing of written notice.



10. Upon cancellation of this Agreement, any account billing in the Applicant's name covered by this Agreement will be subject to service disconnection.
11. In the event Applicant represents a corporation, partnership, joint venture or group of individuals, Applicant represents it has the authority to bind the corporation, partnership, joint venture or individuals in this matter.
12. The effective date of this Agreement shall be within thirty (30) days after the City receives the completed Agreement.
13. This Agreement is at all times subject to changes or modifications as the City may direct in the exercise of its jurisdiction.

Please print or type

Property Owner: _____

Property Management Company (if applicable): _____

Service Address: _____

Applicant Data to be Used for Billing (full legal name and DBA if applicable):

Name: _____

In Care Of (c/o) if applicable: _____

Complete Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone Data: Business (____) ____ - ____ X ____ Home (____) ____ - ____

Signature: _____ Title: _____

Date: _____

For Finance Use Only
Transfer Address:
Transfer Account: